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January 11, 2019

**WHITEHOUSE COUNCIL AGENDA**  
**January 15, 2019**  
**7:00 P.M.**

Welcome and thank you for attending the Whitehouse Village Council meeting. The purpose of the Village Council meeting is to conduct the official business of the Village of Whitehouse and to hear citizen's comments pertaining to items that appear on the agenda and comments for future consideration. We welcome and encourage your participation. If you wish to make a comment, please wait to be recognized then step to the podium and state your name and address for the record. Please make your comments as concise as possible to allow time for others who wish to make comments. The Mayor presides over the Council meeting and has the authority to take the actions necessary to maintain order and proper decorum among those present. Thank you for your cooperation.

- I. Call to Order
- II. Roll Call
- III. Prayer: Pastor Matthew Lash, Community Church of Christ
- IV. Pledge of Allegiance
- V. Adoption of Minutes of the December 18, 2018 Council Meeting and the January 7, 2019 Special Council Meeting.
- VI. Adoption of Bills dated January 11, 2019, the Addendum bills dated January 15, 2019, and the financial reports dated November 30, 2018
- VII. Introduction of Persons to Appear Before Council
  - A. Chad Thompson, Sandra Couter, Joan Goins, and Sean Dutridge to address Village Council on DECRIM Initiative
- VIII. Committee Reports
  - A. Report on the Planning Commission meeting of January 7, 2019
  - B. Report on the Special Council meeting of January 7, 2019

- IX. Report of the Mayor
  - A. State of the Village Address
  - B. Appointment of Board and Committee members
    - a. Swearing in of Charles R. Kethel to the Board of Zoning Appeals
- X. Report of the Clerk of Council
- XI. Report of the Village Administrator
  - A. Agenda items for the February 12, 2019 Committee of the Whole meeting
  - B. Update on the regional water discussions
  - C. Recommendation to authorize a one-year County Wide Emergency Medical Services Agreement with the Lucas County Commissioners, as an emergency
- XII. Report of the Village Solicitor
- XIII. Report from Department Heads
- XIV. Citizen Comments on Agenda Items
- XV. Ordinances
  - A. Ordinance 2-2019: An ordinance authorizing the Village of Whitehouse, Lucas County Ohio, to enter into a County Wide Emergency Medical Services agreement with the Board of County Commissioners of Lucas County, and declaring an emergency
- XVI. Resolutions
- XVII. Council Comments
- XVIII. Citizen Comments
- XIX. Request action to reserve the right to enter into Executive Session to discuss the purchase/sale of real estate
- XX. Adjournment

## MEMORANDUM

FOR: Mayor Donald Atkinson and Members of the Whitehouse Village Council

FROM: Jordan D. Daugherty, Village Administrator

SUBJECT: Council Meeting of Tuesday, January 15, 2019

DATE: January 11, 2019

The Whitehouse Village Council is scheduled to meet on Tuesday, January 15, 2019, at 7:00 PM in the Council Chambers, Village Hall, 6925 Providence Street, Whitehouse, Ohio 43571.

Following the Mayor's call to order, the Council Clerk's roll call, the prayer for Council, and the Pledge of Allegiance, Council can review and approve the December 18, 2018 Council meeting and January 7, 2019 Special Council Meeting minutes, the Council bills dated January 11, 2019, the addendum bills dated January 15, 2019 and the November 30, 2018 financial reports.

Chad Thompson, Sandra Coutcher, Joan Goins, and Sean Dutridge will address Village Council on DECRM Initiative.

Administrator Jordan Daugherty will report on the January 7, 2019 Planning Commission meeting and the January 7, 2019 Special Council meeting. All meeting minutes will be provided at your desk on Tuesday.

The Mayor will give the State of the Village Address and then will appoint Charles R. Kethel to the Board of Zoning Appeals.

The Administrator will request agenda items for the February 12, 2019 Committee of the Whole meeting, give an update on the regional water discussions, and recommend to authorize an one-year County Wide Emergency Medical Services Agreement with the Lucas County Commissioners.

Solicitor Heban will provide an ordinance authorizing the Village of Whitehouse, Lucas County, Ohio, to enter into a County Wide Emergency Medical Services Agreement with the Lucas County Commissioners as an emergency.

The Mayor could then entertain citizen comments.

Council will request action to reserve the right to enter into Executive Session to discuss the purchase/sale of real estate

Finally, the Mayor can call for adjournment.

Respectfully submitted,

Jordan D. Daugherty  
Village Administrator

# COUNCIL BILLS

1/11/2019

VENDOR NAME	DEPARTMENT	AMOUNT	TOTAL	REMARKS
ARS Refuse Service	Sanitation	\$16,849.23	\$16,849.23	December Refuse Pickup
AW Board of Education	Police	\$1,768.40		Monthly Fuel Charges
AW Board of Education	Fire	\$601.73		Monthly Fuel Charges
AW Board of Education	Sanitation	\$123.12		Monthly Fuel Charges
AW Board of Education	Maintenance	\$176.01		Monthly Fuel Charges
AW Board of Education	Streets	\$249.83		Monthly Fuel Charges
AW Board of Education	Life Squad	\$567.50		Monthly Fuel Charges
AW Board of Education	Water	\$543.84		Monthly Fuel Charges
AW Board of Education	Sewer	\$156.53	\$4,186.96	Monthly Fuel Charges
B & L Auto Service	Police	\$357.71	\$357.71	Mirrors/Tires
Barnes, Jacob	Zoning	\$1,250.00	\$1,250.00	Zoning Inspection Services
Beamont Heating & Cooling	Maintenance	\$303.41	\$303.41	Service Call Maint Building Furnace
Bublick, Sondra	Water	\$28.44	\$28.44	Utility Deposit Refund
CJCC	Police	\$13,375.00	\$13,375.00	2019 NORIS Services
Daugherty, Jordan	Administration	\$28.22	\$28.22	Reimburse for Business Meeting
Ehret, Michele	Water	\$6.23	\$6.23	Utility Deposit Refund
Emergency Reporting	Fire	\$293.30	\$293.30	EMS Software Subscription
FBINAA	Police	\$115.00	\$115.00	2019 Dues
IACP	Police	\$525.00	\$525.00	Annual Billing for IACP Service Access
J & R Contracting Co	Fire	\$837.08	\$837.08	Clean Up Water in Training Room
Kirk Bros	Capital Projects	\$264,619.65	\$264,619.65	TTHM Remediation
KS Statebank	Fire	\$2,047.67	\$2,047.67	Turnout Gear Payment
MAAKIL Group	Administration	\$1,815.00		Construction Inspection - Preserve Plat 2
MAAKIL Group	Administration	\$1,210.00		Construction Inspection - Witte Walk
MASI	Water	\$57.75		Water Sample Analysis
MASI	Water	\$57.75	\$115.50	Water Sample Analysis
Menards	Maintenance	\$581.99	\$581.99	Shop Lights & Lumber
Mirror Publishing	Capital Projects	\$494.00	\$494.00	Advertisement to Bid - Streetscaping & VMP
Mitch's Welding & Hitches	Streets	\$1,500.00	\$1,500.00	Tailgate Refabricate
Morton Salt	Streets	\$30,001.72	\$30,001.72	Road Salt
MT Business Technologies	Maintenance	\$174.51		Copy Charges
MT Business Technologies	Police	\$96.38		Copy Charges
MT Business Technologies	Maintenance	\$85.90		Copy Charges
MT Business Technologies	Police	\$105.93	\$462.72	Copy Charges
Ohio Association of Chiefs of Police	Police	\$1,280.00	\$1,280.00	Chiefs' Conference - McDonough & Baer
Ohio Fire & Emergency Services	Fire	\$1,900.00	\$1,900.00	OFE Class Week 1
Ohio SRO Association	Police	\$600.00	\$600.00	SRO Conference - Kessinger

VENDOR NAME	DEPARTMENT	AMOUNT	TOTAL	REMARKS
Owens Community College	Police	\$400.00	\$400.00	OCC Training Consortium 2019 Membership
Postmaster	Administration	\$3,000.00	\$3,000.00	Postage
Pro-Vision	Police	\$3,720.00	\$3,720.00	Body Cams
Sautters	Police	\$58.38	\$58.38	Supplies for Shellhammer Retirement Party
Shawver, Zachary	Water	\$51.57	\$51.57	Utility Deposit Refund
Smart Bill	Water/Sewer	\$924.55	\$924.55	Water Bill Mailing
Southeastern Equipment Co.	Maintenance	\$57.79	\$57.79	Parts for Backhoe
Toledo Edison	Streets	\$702.40	\$702.40	Electrical Charges
Treasurer State of Ohio	Police	\$50.00	\$50.00	Monthly Non-Terminal Access Fee
Triotech	Administration	\$71.25		Setup Jennifer's Computer
Triotech	Police	\$23.75	\$95.00	Police Auto Attendant
UniFirst	Maintenance	\$56.40		Rug Cleaning
UniFirst	Police	\$56.40		Rug Cleaning
UniFirst	Fire	\$18.90		Rug Cleaning
UniFirst	Life Squad	\$18.90	\$150.60	Rug Cleaning
US Bank	Maintenance	\$119.50		Copier Payment
US Bank	Police	\$119.50	\$239.00	Copier Payment
Verizon Wireless	Police	\$217.44		Cell Phones
Verizon Wireless	Fire	\$100.96		Cell Phones & iPad Data
Verizon Wireless	Administration	\$108.72		Cell Phones
Verizon Wireless	Water	\$36.69		Cell Phones & iPad Data
Verizon Wireless	Sewer	\$36.69		Cell Phones & iPad Data
Verizon Wireless	Streets	\$10.83		Cell Phones & iPad Data
Verizon Wireless	Maintenance	\$10.83		iPad Data
Verizon Wireless	Sanitation	\$10.83		iPad Data
Verizon Wireless	Parks	\$10.83	\$543.82	iPad Data
Village of Whitehouse	Police	\$48.52		Replenish Petty Cash
Village of Whitehouse	Administration	\$98.84		Replenish Petty Cash
Village of Whitehouse	Sewer	\$30.02	\$177.38	Replenish Petty Cash
<b>Total</b>		<b>\$354,954.32</b>	<b>\$354,954.32</b>	

## **INITIATIVE PETITION**

### **NOTICE.**

Whoever knowingly signs this petition more than once, signs a name other than his own, or signs when not a legal voter is liable to prosecution.

**Enacting new Section 513.15 entitled “Marihuana laws and penalties” to the Village of Whitehouse Codified Ordinances. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed or invalid.**

To the Village Clerk of the Village and the Village Council of Whitehouse, Lucas County, Ohio:

We, the undersigned qualified electors of the Village of Whitehouse, Lucas County, Ohio, hereby present by initiative petition, a request that there be submitted for consideration of the Village Council of the Village of Whitehouse, Ohio for their approval or rejection. If rejected or altered by Council, we request the question be submitted to village electors at an election in accordance with the laws of the Village Charter and of the State of Ohio, the following Ordinance. A full and correct copy of the title and text of said Ordinance is as follows:

### **THE SENSIBLE MARIHUANA ORDINANCE**

Be it ordained by the people of the Village of Whitehouse that:

The new Whitehouse Village Code Section 513.15 be enacted to read as follows:

#### **513.15 . MARIHUANA LAWS AND PENALTIES.**

(a) No person shall knowingly obtain, possess, or use marihuana or a compound, mixture, preparation, or substance containing marihuana other than hashish, whoever violates this section is guilty of possession of marihuana. The penalty for the offense shall be determined as follows:

(1) If the amount of the drug involved is less than two hundred grams, possession of marihuana is a minor misdemeanor drug abuse offense. Persons convicted of violating this section shall be fined \$0.00

(b) No person shall knowingly obtain, possess, or use hashish or a compound, mixture, preparation, or substance containing hashish, whoever violates this section is guilty of possession of hashish. The penalty for the offense shall be determined as follows:

(1) If the amount of the drug involved is less than ten grams of solid hashish or less than two grams of liquid hashish, possession of hashish is a minor misdemeanor drug abuse offense. Persons convicted of violating this section shall be fined \$0.00.

(c) No person shall knowingly cultivate or manufacture marihuana. The penalty for the offense shall be as follows:

(1) If the amount of the drug involved is less than two hundred grams, illegal cultivation of marihuana is a minor misdemeanor drug abuse offense. Persons convicted of violating this section shall be fined \$0.00.

(d) No person shall knowingly give or offer to make a gift of twenty grams or less of marihuana. The penalty for the offense shall be determined as follows:

(1) Whoever violates this section, anywhere inside village limits, is guilty of trafficking in marihuana, a minor misdemeanor drug abuse offense. Persons convicted of violating this section shall be fined \$0.00.

(e) No person shall possess, sell, manufacture or use marihuana or hashish paraphernalia. The penalty for the offense shall be as follows:

(1) Whoever violates this section shall be guilty of a minor misdemeanor drug abuse offense. Persons convicted of violating this section shall be fined \$0.00.

(f) All court costs shall be \$0.00 for violations of sections herein.

(g) Severability. The sections of this ordinance are severable. The invalidity of a section shall not affect the validity of the remaining sections. Invalid sections shall be revised to the minimum extent necessary to maintain validity and enforceability.

(h) Definitions

(1) "Marihuana" means all parts of a plant of the genus cannabis, whether growing or not; the seeds of a plant of that type; the resin extracted from a part of a plant of that type; and every compound, manufacture, salt, derivative, mixture, or preparation of a plant of that type or of its seeds or resin. "Marihuana" does not include the mature stalks of the plant, fiber produced from the stalks, oils or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from the mature stalks, fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination; except that it does not include hashish.

(2) "Hashish" means the resin or a preparation of the resin contained in marihuana, whether in solid form or in a liquid concentrate, liquid extract, or liquid distillate form.

The form of the ballot by which this ordinance shall be submitted to the electors of the Village of Whitehouse at the next regular election shall be substantially as follows:

“Shall the Village of Whitehouse adopt the sensible marihuana ordinance, which lowers the penalty for misdemeanor marijuana offenses to the lowest penalty allowed by State Law.”

	For the Ordinance
	Against the Ordinance

This Ordinance shall become effective on the fifth day after the day on which the board of elections certifies the official vote on such question

The undersigned hereby designate the following signers of this petition as proponents of this Petition and as the Committee authorized to take action as provided in the City Charter:

Sean Michael Dutridge  
11101 Waterville St  
Whitehouse, OH 43571

Joan Adele Goins  
11364 Wyndham Dr  
Whitehouse, OH 43571

Sandra L Coutcher  
11364 Wyndham Dr  
Whitehouse, OH 43571

Each of the undersigned electors hereby request that said ordinance hereinbefore set forth be certified to the proper election authorities and submitted to the electors of the Village of Whitehouse, Ohio for approval or rejection, and the proper notices be published, all as required by the Charter of the Village of Whitehouse and the provisions of the State of Ohio.



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## AFFIDAVIT OF CIRCULATOR

The State of Ohio, Lucas County, ss,

I, \_\_\_\_\_, being duly sworn, deposes and say that  
(Printed name of Circulator)

I reside at the address appearing below my signature hereto: that I am the circulator of the forgoing paper containing \_\_\_\_\_ signatures: that I witnessed the affixing of each signature, that that all signers were to the best of my knowledge and belief qualified to sign, and that every signature is to the best of my knowledge and belief the signature of the person whose signature it purports to be.

Signed \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

## **ORDINANCE NO. 2-2019**

### **AN ORDINANCE AUTHORIZING THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, TO ENTER INTO A COUNTY WIDE EMERGENCY MEDICAL SERVICES AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF LUCAS COUNTY, AND DECLARING AN EMERGENCY.**

WHEREAS, it is desirable and in the best interests of the Village of Whitehouse and its residents for the Village to enter into a County Wide Emergency Medical Services Agreement with the Board of County Commissioners of Lucas County, Ohio and surrounding communities to provide emergency medical services to residents in the area; and

WHEREAS, the Agreement is attached as Exhibit "A".

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, and three-fourths (3/4) of all members elected thereto concurring:

**SECTION I:** That the Village of Whitehouse, Lucas County, Ohio hereby approves the County Wide Emergency Medical Services Agreement with the Board of County Commissioners of Lucas County, Ohio, which agreement is attached hereto as Exhibit A.

**SECTION II:** The Mayor, Administration, and Fire Chief of the Village of Whitehouse, Lucas County, Ohio, are hereby directed and authorized to execute said Agreement.

**SECTION III:** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in an open meeting of the Council and that the deliberations of this Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements as set forth by the Charter of the Village of Whitehouse.

**SECTION IV:** This Ordinance is hereby declared to be an Emergency Measure necessary for the immediate preservation of the public peace, health and safety of said Village and its inhabitants, and for the further reason that this Ordinance is necessary to provide for continuing County Wide Emergency Medical Services for the Village of Whitehouse and surrounding environs.

WHEREFORE, this Ordinance shall take effect and be in full force immediately after its passage and approval.

VOTE ON EMERGENCY MEASURE: Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

FINAL VOTE ON THE MEASURE: Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

EFFECTIVE DATE OF THIS ORDINANCE: \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Duly Appointed Clerk of Council

\_\_\_\_\_  
Kevin A. Heban, Solicitor

## **EXHIBIT A**

### **AGREEMENT EFFECTIVE JANUARY 1, 2019 FOR PROVISION OF COUNTY WIDE EMERGENCY MEDICAL SERVICES BETWEEN THE BOARD OF COMMISSIONERS OF LUCAS COUNTY AND THE POLITICAL SUBDIVISIONS OF TOLEDO, OREGON, MAUMEE, WHITEHOUSE, SYLVANIA TOWNSHIP AND SPRINGFIELD TOWNSHIP.**

THIS AGREEMENT is made pursuant to the provisions of Ohio Revised Code Sections 307.05, 9.60 and 505.44 and is entered into in the County of Lucas Ohio, effective January 1, 2019 by and between the City of Toledo, the City of Oregon, the City of Maumee, the Village of Whitehouse, Sylvania Township and Springfield Township (hereinafter referred to as the "SUBDIVISIONS") and the Board of County Commissioners of Lucas County (hereinafter referred to as 'COUNTY').

WHEREAS, on November 2, 1993 the voters of Lucas County approved the 0.25 percent general fund sales and use tax previously enacted by the Board of Lucas County Commissioners and voluntarily placed by said Board on the ballot. The Board of Lucas County Commissioners by virtue of the passage of said tax is able to fulfill its expressed desire and commitment to operate a county wide emergency medical system; and

WHEREAS, the current contract between Lucas County and the various subdivisions expired on December 31, 2018; and

WHEREAS, the provision of emergency medical communication and paramedic life squad systems in Lucas County is a matter of public health and safety; and

WHEREAS, it is the desire of the COUNTY to continue to improve and refine a system of county wide emergency services to alleviate the threat to the public health and safety; and

WHEREAS, it is the desire of the COUNTY to provide a county wide paramedic service primarily through the public sector.

WHEREAS, it is the desire of the SUBDIVISIONS to provide emergency medical services to the residents of Lucas County in conjunction with Lucas County Emergency Medical Services (EMS) on a coordinated, county wide basis; and

WHEREAS, Sections 307.05, 9.60(c) and 505.44 of the Ohio Revised Code authorize a county to contract with municipal corporations and townships to obtain ambulance, emergency medical, and rescue services upon the authorization of the governing boards of the political subdivisions which are parties to such contract:

NOW, THEREFORE, in consideration of the premises, covenants, and promises contained in this Agreement, the parties hereto agree as follows:

1. Definitions:

- (a) "Paramedic" means an individual who holds a current, valid certificate issued under 4765.30 of the Revised Code and who is authorized to operate under the Lucas County EMS Protocols by the Lucas County EMS Medical Director.
- (b) A Paramedic for Lucas County EMS may do any of the following:
  - i. Perform cardiac monitoring;
  - ii. Perform electrical interventions to support or correct the cardiac function;
  - iii. Perform airway procedures;
  - iv. Perform relief of pneumothorax;
  - v. Administer appropriate drugs and intravenous fluids;
  - vi. Determine triage of adult and pediatric trauma victims;
  - vii. Perform any other emergency medical services; including life support or intensive care techniques, approved pursuant to rules adopted under section 4765.11 of the Revised Code and authorized by the Lucas County EMS Medical Director or authorized by On-Line Medical Control
- (c) "Advanced Life Support Life Squad" or "ALS Life Squad" means an ambulance, furnished by the County, which is capable of transporting two emergency victims on stretchers, providing Advanced Life Support, staffed with a minimum of two Paramedics, as defined in (a)

above, and stocked with medical equipment, supplies and medications as required by the COUNTY (and as approved by the County EMS Medical Director).

2. Scope of Service:

The COUNTY shall plan, develop, and coordinate, in cooperation with SUBDIVISIONS, emergency medical services for the benefit of the whole public of the COUNTY, which shall include:

- (a) A central dispatch system utilizing a microwave and/or radio communications network capable of linking ALS Life Squads, or ambulances or paramedics, with med-channel radios with ability to communicate with hospitals; and
- (b) The appointment and any necessary funding for administrative and support staff including an EMS Manager and a Medical Director, who shall be responsible for establishing protocols and procedures for the coordinated system; and
- (c) The ownership, coordination, and system supervision of COUNTY Advanced Life Support Life Squads.

3. Communications Network:

- (a) The COUNTY shall provide access to the Lucas County Emergency Medical Service (EMS) communications network capable of linking paramedics in a timely manner by radio to participating Lucas County hospital's emergency departments in order to allow for medical communications in emergency medical situations. The COUNTY shall also provide a ten digit telephone number and/or 9-1-1 telephone access to an EMS central dispatch center which will receive requests for emergency medical response and dispatch the appropriate ALS Life Squad or cause to be dispatched other emergency medical response units.
- (b) Each SUBDIVISION shall operate the radio system supplied by the COUNTY according to FCC and COUNTY regulations and requirements for radio operation and squad-to-hospital communications. Each SUBDIVISION shall use the COUNTY supplied radio system for emergency communications with County Dispatch and Medical Control. The COUNTY shall provide for the maintenance and repair and reasonable replacement of communications equipment and all other such hardware items as may be necessary for a COUNTY Advanced Life Support Life Squad, ambulance and hospital-to-squad and squad-to-hospital communications.



- (c) SUBDIVISION agrees, if it is operating an enhanced Lucas County 9-1-1 computer terminal, to fully enter information from any emergency medical call it receives into the networked Lucas County 9-1-1 computer aided dispatch (CAD) system and to send the information to Lucas County EMS via the terminal. Additionally, for calls which may possibly need an emergency medical response, SUBDIVISIONS operating an enhanced Lucas County 9-1-1 public service answering point (PSAP), to whom such a call comes, shall transfer information and caller (when the technology is available to do so) to Lucas County EMS dispatch as rapidly as is reasonably possible.

4. ALS Life Squad and Equipment, Standards and Operation –  
Obligations of COUNTY:

- (a) For good and valuable consideration, the receipt of which is hereby acknowledged, the COUNTY hereby agrees to lease one (1) COUNTY Advanced Life Support Life Squad to each SUBDIVISION, except the City of Toledo, to which the COUNTY will lease a minimum of five (5) County Advanced Life Support Life Squads, in payment for which the SUBDIVISION will operate and maintain said COUNTY Advanced Life Support Life Squad available or in service, twenty-four hours a day, seven days a week, in compliance with standards, regulations, and requirements established and monitored by the COUNTY.

The Toledo Fire and Rescue Department will operate an additional ALS life squad, hereafter referred to as the 11<sup>th</sup> Life Squad, operating fifteen hours daily from 7:00 a.m. to 10:00 p.m. primarily as a posting vehicle used to fill life squad coverage gaps. The unit will operate, at least initially, out of TFD station 3 and may be posted during operational hours as needed by EMS Dispatch. During hours of non-operation, Toledo Fire and Rescue will provide housing and security for Life Squad 11's vehicle and contents ensuring that the vehicle and med boxes are locked when attendants are not on the premises.

It is possible that during the term of this Agreement one or more additional Advanced Life Support Squads may be added and that such addition(s) may operate for periods of less than twenty-four hours a day. The COUNTY, in consultation with each respective SUBDIVISION, shall determine the best locations for the COUNTY ALS Life Squads. The COUNTY shall compensate each SUBDIVISION according to and to the extent of the amounts provided for in Article Six of the Agreement, for the cost of operating and staffing the same. Payments for any part-time ALS Life Squad shall be pro-rated based on the amounts established pursuant to Article Six of this Agreement. The COUNTY shall secure funds to replace the COUNTY Advanced Life Support Life Squad vehicles, as

needed, and shall provide and replace, as needed, equipment and supplies necessary to operate the COUNTY Advanced Life Support Life Squads. The COUNTY does not, however, accept responsibility for the costs of medications and supplies taken by paramedics from hospitals to replenish supplies used on a patient taken to such hospital.

- (b) The COUNTY shall provide all preventative maintenance, repair and services to the ALS Life Squad vehicles and equipment unless approval for minor repairs or services is obtained by SUBDIVISION from COUNTY.
- (c) The COUNTY shall retain ownership of all vehicles, equipment and supplies provided under the terms of this contract and shall provide appropriate insurance or self-insurance for the same, where such is reasonably necessary as determined by the COUNTY.
- (d) The COUNTY shall establish and monitor compliance with dispatch protocols, medical procedures, treatment protocols, standing orders, triage protocols, transfer protocols and medication lists for equipping and operating Advanced Life Support Life Squads which will be incorporated herein as if fully written and which may be amended from time to time. The COUNTY EMS Medical Director shall monitor compliance with same.
- (e) The COUNTY, at its expense, shall provide a program of mandatory continuing education and training for paramedics, (not to exceed 36 hours per paramedic per year) sufficient to maintain state licensure and requirements established and required by County EMS Medical Director, but the COUNTY shall not be directly responsible for any paramedics wage costs. Subdivision shall cause paramedics to sign up for and attend sessions pursuant to allocation of spaces.

5. ALS Life Squad and Equipment Standards and Operations Obligation of SUBDIVISIONS:

- (a) Each SUBDIVISION shall provide for care, cleanliness and sanitary conditions and operation for all vehicles, equipment and supplies provided by the COUNTY.
- (b) Each SUBDIVISION shall provide for the rapid response of an Advanced Life Support Life Squad to the scene of an emergency as directed by the COUNTY. Each SUBDIVISION shall abide by the dispatch protocols, medical procedures, treatment protocols, standing orders, triage protocols, transfer protocols and medication lists developed by the COUNTY EMS Medical Director and adopted by the COUNTY. Each SUBDIVISION shall at all times staff each COUNTY Advanced Life Support Life Squad with a minimum of

two Paramedics licensed under the Lucas County EMS Medical Director and registered daily with and acknowledged as authorized through Lucas County EMS Dispatch. SUBDIVISIONS shall require all paramedics who are operating under Lucas County EMS Medical Director of Lucas County EMS protocol to have completed all required continuing education and training and daily be registered with Lucas County EMS Dispatch before they may be eligible to perform ALS procedures on a patient as part of the Lucas County EMS system. This registration requirement includes any paramedic under the Lucas County EMS Medical Director's licensure and operating under either Lucas County EMS protocols (or medical direction) who would be operating on a Life Squad or ALS fire vehicle, (including any paramedic supervisor who may perform field ALS procedures).

- (c) Each ALS Life Squad shall be primarily responsible for areas closest to where such squad is housed or located with the exception of Life Squad 11 which will operate primarily as a posting vehicle used to fill life squad coverage gaps by EMS Dispatch. Each squad will move and back up the other various squads as directed by Lucas County EMS Dispatch.
- (d) Each SUBDIVISION shall, as directed by Lucas County EMS Dispatch, assist any rescue unit, ambulance or life squad unit in Lucas County and respond both within and outside Lucas County to mass casualty and/or disaster situations as per mutual aid agreements and pursuant to Lucas County EMS Dispatch direction.
- (e) Each SUBDIVISION shall cooperate with the Lucas County EMS quality assurance program including, but not limited to, submitting properly completed patient report forms on such form(s) as is/are provided for and required by COUNTY and/or by using electronic data collecting equipment, meeting with and working jointly with COUNTY to continually improve the quality of EMS care.
- (f) Each SUBDIVISION agrees to return any and all equipment provided to it by COUNTY for inventory, repair and/or preventative maintenance purposes upon reasonable notification and also upon termination of Agreement or a portion of the Agreement. In addition to any other remedy available at law, failure to return equipment may result in deduction for replacement cost from any amount owed by COUNTY to SUBDIVISION.
- (g) Each respective SUBDIVISION shall be responsible for loss or damage to any equipment attributable to abuse or intentional acts of such SUBDIVISION's employees or agents to the extent COUNTY is not compensated by either insurance or service agreement and/or damage is not attributable to normal wear and tear.

- (h) SUBDIVISIONS agree not to deface, cover up or remove identification and/or inventory markings from any equipment provided to it by COUNTY.
- (i) Each ALS Life Squad may bear a magnetic door shield and designation of the operation SUBDIVISION, which shield shall be in standardized format and placement and be supplied by the SUBDIVISION with cost of magnetizing to be paid by COUNTY. Each ALS Life Squad shall at all times when in service bear the vehicle number identifying the vehicle on all four sides of the vehicle. No additional decals, signs or markings are permitted to be placed on the ALS Life Squads without prior COUNTY approval.
- (j) SUBDIVISIONS shall require paramedics under their employ who work on ALS Life Squads provided by COUNTY to complete all necessary paperwork and follow all necessary hospital emergency department procedures to enable hospital to charge patient for supplies and/or to track usage of such supplies used on such patient by paramedics and restocked out of hospital emergency department or Lucas County EMS supplies.
- (k) Each SUBDIVISION agrees that training, licensing and continuing education of paramedics and any drug licensing for use on ALS Life Squad shall be pursuant to the requirements of the State of Ohio and certified and signed by the Lucas County EMS Medical Director. Each SUBDIVISION shall cooperate in all possible ways to ensure that any of its paramedics who provide patient care under medical protocol of the Lucas County EMS Medical Director shall not operate as a paramedic on the COUNTY ALS Squads unless they have met the current mandatory continuing educational requirements as established by the Lucas County EMS Medical Director.
- (l) No SUBDIVISION shall suffer reduction of payments described in paragraph 6 for failure to operate a COUNTY ALS Life Squad due to failure of equipment, acts of God, war, civil disorder, or any other cause not under the direct control of the SUBDIVISION. This provision is not intended to excuse any SUBDIVISION from failure to operate ALS Life Squad due to failure to provide sufficient staffing.
- (m) SUBDIVISIONS shall require individuals other than fire personnel, patients or patient's family and friends, who ride in the life squad(s) provided under this Agreement, to sign such releases as are developed and furnished or approved by the COUNTY to release COUNTY for liability therefore. Failure of SUBDIVISION's employees to secure COUNTY releases executed by such orders cause SUBDIVISION to assume the risk for any liability caused to said orders.

- (n) To the extent possible, SUBDIVISIONS shall utilize Lucas County Dispatch to coordinate and direct any private ambulance(s) which are to be sent when fire department based squads are not transporting the patient.

6. Payments by COUNTY:

Each SUBDIVISION shall invoice the COUNTY for the preceding quarter for operating costs on or after March 31, June 30, September 30 and December 1, of each contract year. The invoice shall be payable by COUNTY within fifteen (15) days after receipt of proper invoice from SUBDIVISION. The invoices shall first be submitted through the Lucas County EMS Office. (Delivery to the EMS office may occur prior to the invoice date at the discretion of each respective SUBDIVISION). The agreed upon compensation rate for each full time COUNTY Advanced Life Support Life Squad will be \$804,396.14 per annum (\$201,099.03 per quarter) for the calendar year of 2019.

<u>Year</u>	<u>Annual</u>	<u>Quarterly</u>
2019 24 hour LS	\$804,396.14	\$201,099.03
Life Squad #11	502,747.59	125,686.89

7. Records:

- (a) Each SUBDIVISION and the COUNTY shall maintain complete accounting records for costs for EMS services provided and shall, upon request, furnish the party requesting such with statements and such other information as may be reasonably requested.
- (b) Each SUBDIVISION shall require that as a condition of operating as a Lucas County EMS paramedic any such individuals shall adequately perform and completely document the condition, assessment, treatment and disposition of all patients evaluated according to the standards and methods required by Lucas County EMS. The reporting document(s) or equipment necessary to accomplish same shall be supplied by the COUNTY.
- (c) Each SUBDIVISION shall make all reasonable efforts to ensure that any and all individuals who operate any ALS Life Squad leased and/or any substitute vehicles assigned to them be properly licensed, capable of safely operating such vehicle and meet Lucas County insurability requirements.

8. Term of Agreement:

- (a) This Agreement is effective on and after January 1, 2019 and shall continue in force through December 31, 2019 and may be automatically renewed on a quarterly basis by mutual consent.
- (b) Each SUBDIVISION and the COUNTY shall have the privilege, with or without cause, to cancel and annul its participation in this Agreement or amend the number of Life Squads in each subdivision at any time upon ninety (90) days written notice by certified mail.

9. Employees of Subdivisions:

- (a) Paramedics assigned to the Advanced Life Support Lie Squad provided to a SUBDIVISION by the COUNTY under this Agreement are and remain employees of that SUBDIVISION for all employment related issues, including but not limited to Worker's Compensation and Unemployment Compensation and are not employees of the COUNTY.
- (b) Pursuant to Section 9.60(E) of the Ohio Revised Code, Chapter 2744 of the Revised Code, insofar as it is applicable to the operation of fire departments, shall apply to each SUBDIVISION and its employees when such employees are rendering service outside the boundaries of the SUBDIVISION pursuant to this Agreement.
- (c) Pursuant to Section 9.60(E) of the Ohio Revised Code, SUBDIVISION employees acting under the terms of this Agreement outside the boundaries of the SUBDIVISION by which they are employed may participate in any pension or indemnification fund established by their employer to the same extent as while acting within the boundaries of the SUBDIVISION, and are entitled to all the rights and benefits of Chapter 4123 of the Revised Code, to the same extent as while performing service within the boundaries of the SUBDIVISION.
- (d) All parties to this Agreement will make all attempts to follow reasonable methods of communication as requested by the other parties. Any such specific requests shall be reduced to writing to help ensure understanding.

10. Miscellaneous Provisions:

- (a) The parties mutually agree to conduct an analysis of the current EMS system and develop a five to ten year strategic plan with the goal of identifying areas of improvement, minimizing redundancy and

optimization of resources. The cost for the analysis will be paid from EMS fund reserves.

- (b) No letter, telegram or communication passing between the parties hereto covering any matter during this contract period, or any plans for any period thereafter, shall be deemed a part of this Agreement. This instrument contains the entire Agreement between the parties as pertains to the operation of COUNTY ALS Life Squad Units, and no statement, promise, or inducement made by any party hereto, which is not contained in this written contract, shall be binding or valid; and this contract may not be enlarged, modified, or altered except by a writing signed by all the parties, endorsed, and attached hereto as an addendum.
- (c) This Agreement shall inure to the benefit of and be binding upon the administrators, assignees and successors of the respective parties hereto.
- (d) Nothing herein shall prevent the COUNTY from contracting with others in relation to emergency medical services.
- (e) The terms and provisions of this lease are severable so that if any terms or provisions are held unenforceable or invalid, the remaining shall nevertheless remain in full force and effect.
- (f) The following shall be addresses and titles for purposes of any required notifications given pursuant to this Agreement.

LUCAS COUNTY EMS  
2144 Monroe Street  
Toledo, OH 43604  
ATTN: Emergency Services Director

CITY OF TOLEDO  
DEPARTMENT OF FIRE AND RESCUE  
545 N. Huron Street  
Toledo, OH 43604  
ATTN: Director

TOWNSHIP OF SYLVANIA  
DEPARTMENT OF FIRE  
6633 Monroe Street  
Sylvania, OH 43560  
ATTN: Chief

CITY OF MAUMEE  
DEPARTMENT OF FIRE  
220 Illinois Avenue  
Maumee, OH 43537  
ATTN: Chief

CITY OF OREGON  
DEPARTMENT OF FIRE  
5002 Seaman Rd.  
Oregon, OH 43616  
ATTN: Chief

VILLAGE OF WHITEHOUSE  
DEPARTMENT OF FIRE  
6655 Providence Street  
P.O. Box 2476  
Whitehouse, OH 43571  
ATTN: Chief

SPRINGFIELD TOWNSHIP  
DEPARTMENT OF FIRE  
7617 Angola Rd.  
Holland, OH 43528  
ATTN: Chief



IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officials.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Tina Skeldon-Wozniak, Commissioner

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Pete Gerken, Commissioner

\_\_\_\_\_  
John Borell, Prosecutor's Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Byers, Commissioner

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Dennis Cole, Director of Emergency Services

\_\_\_\_\_  
Date

**CITY OF TOLEDO**

\_\_\_\_\_  
Mayor Wade Kapszukiewicz

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Brian Byrd, Fire Chief

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Dale Emch, Law Director

\_\_\_\_\_  
Date

## **CITY OF OREGON**

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Mayor Michael Seferian

APPROVED AS TO CONTENT:

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Paul Mullen, Fire Chief

---

Date

APPROVED AS TO FORM:

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Melissa Purpura, Esq.  
Law Director

---

Date

**CITY OF MAUMEE**

---

Mayor Richard Carr

---

Date

APPROVED AS TO CONTENT:

---

Brandon Loboschefski, Fire Chief

---

Date

APPROVED AS TO FORM:

---

Beth Tischler, Law Director

---

Date

**VILLAGE OF WHITEHOUSE:**

---

Mayor Donald Atkinson

---

Date

**APPROVED AS TO CONTENT:**

---

Joshua Hartbarger, Fire Chief

---

Date

**APPROVED AS TO FORM:**

---

Kevin Heban, Solicitor

---

Date

**SYLVANIA TOWNSHIP:**

\_\_\_\_\_  
John Jennewine, Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Neal Mahoney, Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Crandal, Trustee

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Michael Ramm, Fire Chief

\_\_\_\_\_  
Date

**SPRINGFIELD TOWNSHIP:**

\_\_\_\_\_  
Robert Bethel, Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andrew Glenn, Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tom Anderson, Jr., Trustee

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Barry Cousino, Fire Chief

\_\_\_\_\_  
Date

## 1/11/2019

1/11/2019

[illegible]



# VILLAGE OF WHITEHOUSE

## STATUS REPORT

January 7, 2019

### ADMINISTRATION

- 01-11-19      1.      December 31, 2018: Income Tax Collection = \$2,442,598.80  
Compared to last year = \$2,435,774.88 (.28% increase)  
JEDD & JEDZ collections = \$2,350,079.75
- 12-01-14      2.      Safety and Health Report: Last lost time injury was November 4, 2014

### ADMINISTRATIVE ACTIVITIES

- 09-14-18      1.      Continue meetings with others seeking alternate water source  
2.      Drafting of SR64 Corridor zoning plan  
3.      Continue planning of village-to-city transition

### COMMUNITY DEVELOPMENT

### SUBDIVISION DEVELOPMENTS

- 01-11-19      1.      **The Preserve, Plat 2.** Plans under review. Construction is 95% complete.
2.      **Witte Walk.** Final plans submitted and under review. Plans approved, sent to EPA for approval. Village has received approved water improvement plans. Construction started.

### GRANTS

- 08-31-18      1.      Two grant applications have been authorized by Council.
- a.      **Weckerly Road Resurfacing** – Joint application with Lucas County for OPWC funds. 2019 construction year. Weckerly Road from bridge at Swan Creek south to Lenderson, and all of Lenderson. Project has been approved for OPWC funding – 2019 project year.
- b.      **Bucher Road / Finzel Road** – Joint application with Lucas County for OPWC funds. 2020 construction year. Bucher to Village limits and Finzel Road. Weckerly to AWHIS campus – 3 lane portion of roadway.

### PARKS & RECREATION

### STREETS

- 01-11-19      1.      **Weckerly Road Resurfacing** – this is a joint project application with Lucas County Engineer to mill and resurface Weckerly Road from Lenderson to the Village limits and Lenderson from Cable to Shepler. Project has been approved for OPWC funding – 2019 project year.

2. **Downtown Streetscape Phase 2** - Providence Street from Waterville Street to Lucas Street and Toledo to Maumee Street, including Veterans Memorial Park. Renew sidewalks, street trees, and areas between the sidewalks and curbs. In final engineering phase. Meeting held on 4/25/18 to explain construction process to downtown business owners. Out to bid 6/14-29/18. Bid opening scheduled for 6/29/18 at 1:00 pm. Bids rejected, will rebid soon. Project rebid with a bid opening scheduled for January.

## **WATER**

- 01-11-19**
1. Meeting with potential water partners in effort to provide a reasonable, long term solution. Staff almost finished with due diligence process. Recommendations to be made soon. Continued review of option to ensue on 01/11/17. Meetings to consider a Regional Water District currently taking place. Review of additional alternate water options ongoing.
  2. **TTHM remediation project.** Plans have been drafted by PDG and submitted and approved by DEPA. Will be out to bid on 6/21/18 with bid opening on 7/10/18. No bids received. Project being rebid with opening scheduled for 8/3/18. Project awarded to Kirk Bros. Co - \$325,000. Work began on 10/5/18. Startup scheduled for 12/12/18. Project Completed.

## **WASTE WATER**

## **SANITATION**

## **MISCELLANEOUS**

- 01-01-19**
1. **Building Permits:** 1 home as of 01/01/2019.

- 01-01-19**
2. **Public Works:**
    1. Winter operations
    2. Tree trimming and brush clearing
    3. Park play equipment project

## **Boards and Commissions**

- A. Board of Zoning Appeals
  1. Pending approval of November 7, 2018, meeting
- B. Charter Revision Commission
  1. Pending approval of May 9, 2018 Meeting Minutes
- C. Fire Dependency Board
  1. Pending approval of February 2, 2018, meeting minutes
- D. Planning Commission (Report on 01/07/19 meeting)
  1. Pending approval of January 7, 2019, meeting minutes

- E. Records Commission
  - 1. Pending approval of June 5, 2018, Meeting Minutes
  - 2. Pending 2018 Reorganization Meeting
  - 3. Pending Review of Records Set for Destruction in 2018
  - 4. Pending Review of Records Policies
- F. Tree Commission
  - 1. Pending approval of November 15, 2018, meeting minutes
  - 2. Pending Tree Inventory

### **Council Committee of the Whole**

- A. Economic Development
  - 1. Pending Monitoring of Economic Development Plan (ongoing)
- B. Finance, Audit & Investment
- C. Franchise, Lands & Buildings
- D. Parks & Recreation
  - 1. Completion of Veterans Memorial Park
  - 2. Completion of Waterville Street Multi-Use Trail (Phase II)
  - 3. Pending review of implementation of projects in Whitehouse Park
- E. Public Services Committee
  - 1. Pending Discussion of New Downtown Traffic Signage (late summer)
  - 2. Pending Discussion of Water Supply Options
  - 3. Pending Discussion of Looping Water Lines via Stiles Road.
- F. Personnel & Safety
  - 1. Pending Consideration of Traffic Signal at Weckerly/Finzel Intersection
- G. General
  - 1. Pending review of Council project list

Note: If you wish to place an item on the Agenda, please let me know.